

**From:** [Carr, Brian](#)  
**To:** [King, Christopher \(Law\)](#); [Robert Fox](#)  
**Cc:** [Lieber, Thomas](#)  
**Subject:** Draft  
**Date:** Friday, January 29, 2016 11:33:00 AM

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Chris and Rob,

In advance of our call, please see the highlighted phrase below which clarifies an existing term of the order. The Respondent agrees in Paragraphs 3 and 103 not to contest the Settlement Agreement if EPA takes action to enforce it. The added phrase makes clearer that an action by EPA solely to enforce a term of the order does not allow the City to raise unrelated claims (e.g., challenging the dredging remedy as a defense to EPA collecting an unpaid oversight bill).

3. EPA and Respondent recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of fact, conclusions of law and determinations in Sections IV and V of this Settlement Agreement. Respondent agrees to undertake all actions required by the terms and conditions of this Settlement Agreement, ~~and~~ **also agrees not to contest the validity or terms of this Settlement Agreement in any action to enforce its provisions, and also agrees not to raise any claim, cause of action, defense or challenge unrelated to the terms of the Settlement Agreement which EPA or the United States is seeking to enforce in such action.**

We'll speak to you at 2.

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